

BEFORE THE  
POSTAL REGULATORY COMMISSION  
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES  
PRIORITY MAIL CONTRACT 271 (MC2017-46)  
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2017-72

**USPS NOTICE OF AMENDMENT TO  
PRIORITY MAIL CONTRACT 271, FILED UNDER SEAL**  
(June 4, 2020)

The Postal Service hereby provides notice that the terms of Priority Mail Contract 271, in the above-captioned proceeding, have changed as contemplated by the contract's terms. A redacted version of the amendment to Priority Mail Contract 271 is provided in Attachment A, and the unredacted amendment is being filed under seal. The amendment will become effective two business days following the day that the Commission completes its review of this filing.

This amendment will not materially affect the cost coverage of Priority Mail Contract 271. Therefore, the supporting financial documentation and financial certification initially filed in this docket remain applicable. The Postal Service hereby incorporates by reference the Application for Non-Public Treatment originally filed in this docket, for the protection of the customer-identifying information that has been filed under seal.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorney:

Sean C. Robinson

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June 4, 2020

**ATTACHMENT A TO REQUEST**

**REDACTED AMENDMENT TO PRIORITY MAIL CONTRACT 271**

**AMENDMENT #4**  
**OF**  
**SHIPPING SERVICES CONTRACT**  
**BETWEEN**  
**THE UNITED STATES POSTAL SERVICE**  
**AND**  
[REDACTED]  
**REGARDING**  
**PRIORITY MAIL SERVICE**

WHEREAS, the United States Postal Service (the “Postal Service”) and [REDACTED] (“Customer”) entered into a Shipping Services Contract, Priority Mail Contract 271/Docket No. CP2017-72, regarding Priority Mail Service on December 2, 2016.

WHEREAS, the Parties desire to amend the terms in Sections I.A, I.B, III and IV of the Contract, and to add Table A.1 in Section I.B.

NOW, THEREFORE, the Parties agree that the Contract is hereby amended as detailed below. The existing Contract remains unchanged in all other respects. This Amendment shall become effective two (2) business days following the day on which the Commission issues all necessary regulatory approval.

[Replace Sections I.A, I.B, III and IV of the Contract, and to add Table A.1 in Section I.B, as follows.]

**I. Terms**

- A. Except to the extent different terms or prices are specified in this Contract, applicable provisions of the Domestic Mail Manual (as may be regularly updated by the Postal Service and posted at [http://pe.usps.com/text/dmm300/dmm300\\_landing.htm](http://pe.usps.com/text/dmm300/dmm300_landing.htm)) and of other postal laws and standards, including USPS Publication 52 – *Hazardous, Restricted, and Perishable Mail*, apply to mail tendered under this Contract.
- B. This Contract applies to Customer’s inbound and outbound packages, excluding packages originating from and/or addressed to ZIP Codes contained in Table A.1 below (collectively “Contract Packages”), as follows:
  - 1. Priority Mail weight-based packages that do not exceed [REDACTED]  
[REDACTED]; and
  - 2. Priority Mail cubic packages that do not exceed [REDACTED]  
[REDACTED]



Customer expressly commits to not offer, sell, or allow the use of Contract Pricing provided in this Contract to any other entity or party (i.e. “reselling”). Customer shall not extend pricing to a third party under this Contract, including commercial published pricing for the products defined in Section I.B, or any prices below commercial published pricing. For the avoidance of doubt, a violation of this section will constitute a material breach of this Contract. This requirement may be waived in writing by the Postal Service, expressly for the limited purpose of Customer’s dropshipping activities.

### **III. Expiration Date and Termination**

This Contract shall expire on September 23, 2020 unless (1) terminated by either Party without penalty with thirty (30) calendar days’ notice to the other Party in writing; (2) renewed by mutual agreement in writing; (3) superseded by a subsequent contract between the Parties; (4) ordered by the Commission or a court; or (5) required to comply with subsequently enacted legislation.

### **IV. Appeals**

Customer may appeal a Postal Service decision regarding the calculation of prices, the amount of postage paid, or other implementation or operational issues under this Contract by submitting a written appeal via email, along with any and all supporting documentation, within thirty (30) calendar days of receipt of notification of the determination giving rise to the appeal to: [REDACTED]. The appeal is forwarded to the Pricing and Classification Service Center (PCSC). The PCSC manager issues the final agency decision. Any decision that is not appealed as prescribed becomes the final agency decision.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the later date below:

UNITED STATES POSTAL SERVICE

Signed DocuSigned by: Timothy Costello  
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Printed Name: Timothy R. Costello

Title: Vice President Sales

Date: 6/2/2020

